

**FY 2016-2017**

**Part 1 of 1**



*State of North Carolina*  
*Department of the Secretary of State*

ELAINE F. MARSHALL  
SECRETARY OF STATE

CHARITABLE SOLICITATION LICENSING DIVISION

**CERTIFIED MAIL RETURN RECEIPT REQUESTED**

May 19, 2017

James Fuhs, President  
Hannah's Hope  
P.O. Box 323  
Swansboro, NC 28584

Re: Settlement Agreement

Dear Mr. Fuhs:

Please find enclosed the signed Settlement Agreement between the North Carolina Department of the Secretary of State, Charitable Solicitation Licensing Division (hereinafter, "CSL") and Hannah's Hope to retain for your records. This agreement reflects the resolution of the issues in the March 20, 2017 Administrative Order and requires your organization to timely comply with the Charitable Solicitation Act, by either requesting an exemption from the licensure requirement, or applying for a charitable solicitation license annually.

If you have any questions or concerns regarding this matter, please feel free to contact me at: 919-807-2129.

Sincerely,

A handwritten signature in black ink, appearing to read "Verlyn C. Porte", with a long horizontal line extending to the right.

Verlyn C. Porte,  
CSL Attorney & Enforcement Supervisor



*State of North Carolina*  
*Department of the Secretary of State*

ELAINE F. MARSHALL  
SECRETARY OF STATE

CHARITABLE SOLICITATION LICENSING DIVISION

**SETTLEMENT AGREEMENT**

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

James Fuhs, President  
Hannah's Hope  
P.O. Box 323  
Swansboro, NC 28584

**In the Matter of: Hannah's Hope**  
**CSL FILE NO.: 2017 CSL 021078**

This Settlement Agreement is entered into by the North Carolina Department of the Secretary of State [hereinafter "Department"], Charitable Solicitation Licensing Division [hereinafter "CSL"] and Hannah's Hope to set forth the terms of agreement for payment of financial penalties assessed in an Administrative Order for Penalties and to Cease and Desist Solicitation Activities issued on March 20, 2017 by CSL. This Order imposed penalties pursuant to the North Carolina Charitable Solicitation Act, N.C. Gen. Stat. §131F-1 *et seq.* and/or Rules implementing the Act.

WHEREAS, CSL is charged with charitable solicitation licensing and enforcement in North Carolina under the Charitable Solicitation Act and Chapter 11 of Title 18 of the North Carolina Administrative Code; and

WHEREAS, on March 20, 2017, CSL issued an Administrative Order for Penalties and to Cease and Desist Solicitation Activities (hereinafter referred to as "Order") signed by CSL

Director, Gail L. Eluwa, to Hannah's Hope, assessing ONE THOUSAND DOLLARS (\$1,000.00) in financial penalties pursuant to the Charitable Solicitation Act and/or relevant Rules; and

WHEREAS, the Order was properly served and included a Notice of Appeal Rights to the Office of Administrative Hearings (OAH) in compliance with Article 3 of the North Carolina Administrative Procedure Act, N.C. Gen. Stat. §150B; and

WHEREAS, Hannah's Hope did not appeal the Order entered on March 20, 2017 by CSL, and instead desires to enter into a settlement agreement to comply with the licensure requirement and satisfy the financial penalty assessed in the aforementioned Order; and

WHEREAS, on or about March 28, 2017, Will Rogers, Board Members, Hannah's Hope, telephoned Verlyn C. Porte, CSL Attorney, regarding the Order and payment of the assessed penalty; and

WHEREAS, on April 12, 2017, CSL received Hannah's Hope Exemption Request Form; and on May 2, 2017, the organization satisfied the requirements for an exemption from the licensure requirement of the Charitable Solicitation Act pursuant to N.C.G.S. §131F-3(3); and

WHEREAS, on May 2, 2017, CSL received Hannah's Hope penalty payment in the amount of TWO HUNDRED AND FIFTY DOLLARS (\$250.00) in settlement of the ONE THOUSAND DOLLARS (\$1000.00) assessed in the March 20, 2017 Order; and

WHEREAS, negotiations have been successful between the parties concerning the settlement agreement terms; and

THEREFORE, the parties have agreed to settle all outstanding issues through this Settlement Agreement, the specific terms of which are listed in the subsequent numbered paragraphs. The parties hereby agree as follows:

1. Hannah's Hope through its President, James Fuhs, and the Department through CSL Director, Gail L. Eluwa, agree to the terms as outlined further in this Settlement Agreement to resolve all issues, including the financial penalties assessed in the Order issued by CSL to Hannah's Hope, Inc. on March 20, 2017.

2. Hannah's Hope shall send two notarized copies of the original Settlement Agreement to be received by CSL on or before May 12, 2017 by the close of business (5:00 p.m.). This document shall be sent to the attention of Gail L. Eluwa, CSL Director, to one of the following addresses:

For regular mail, use the following address:

Gail L. Eluwa, CSL Director  
North Carolina Department of the Secretary of State  
Charitable Solicitation Licensing Division  
Post Office Box 29622  
Raleigh, NC 27626-0622

For overnight mail, use the following address:

Gail L. Eluwa, CSL Director  
North Carolina Department of the Secretary of State  
Charitable Solicitation Licensing Division  
2 South Salisbury Street  
Raleigh, NC 27601

3. If the two copies of the fully executed settlement agreement are not received on or before the May 12, 2017 deadline, without further notice, CSL will issue an Order to assess further penalties up to ONE THOUSAND DOLLARS (\$1,000.00) per day for each day the settlement agreement is not received.

4. CSL agreed to issue Hannah's Hope an exemption from the licensure requirement of the Charitable Solicitation Act effective May 2, 2017, with an expiration date of May 15, 2018.

5. Hannah's Hope agrees that by entering into this Settlement Agreement, it will request an exemption from the licensure requirement of the Charitable Solicitation Act within the timeline established by CSL's policy; and acknowledges that failure to timely request an exemption may result in the issuance of additional financial penalties.

6. Hannah's Hope acknowledges that by entering into this Settlement Agreement, it agrees not to contest the March 20, 2017 Order, and any of the provisions of the aforesaid Order, whether or not the challenge is barred by the applicable statute of limitations.

7. The parties agree that CSL does not waive any authority on behalf of the Secretary of State to take action in the future for any and all violations of the Charitable Solicitation Act, N. C. Gen. Stat. § 131F-1 *et seq.* and the relevant Rules provisions found in Chapter 11 of Title 18 of the North Carolina Administrative Code.

8. Entry into this Settlement Agreement by Hannah's Hope is not an admission of liability for the violations set forth in the Order of March 20, 2017. Hannah's Hope, however, does not dispute that the facts set forth in the Order are accurate. CSL does not concede by entering into this Settlement Agreement that it would not have prevailed at a hearing on this matter. The parties, however, agree that this Settlement Agreement is a compromise that avoids the time and expense of hearing.

9. The parties agree that all parts of the Order which are not addressed specifically in this Settlement Agreement are considered resolved without further proceedings related to this contested case.

10. This Settlement Agreement shall be given full effect and shall be construed under the laws of the State of North Carolina, which retains jurisdiction of this matter.

11. The undersigned individuals represent that they have the legal capacity and authority to bind the entities on whose behalf they are signing with regard to all issues addressed by and resolved in this Settlement Agreement.

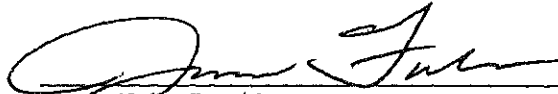
12. All parties acknowledge that they have entered into this Settlement Agreement freely and voluntarily and without any coercion.

13. All parties further acknowledge that they have read and understand the terms of this Agreement and that they have had the opportunity to consult with counsel in deciding whether to enter into this Agreement.

14. This Settlement Agreement constitutes the entire agreement reached by the parties hereto. Any discussions outside the terms of this Agreement are not a part hereof.

15. Any modifications to this Settlement Agreement must be in writing and signed by all parties.


16. This Settlement Agreement shall first be signed by James Fuhs, President, Hannah's Hope, under oath before a Notary Public and then forwarded to Gail L. Eluwa, CSL Director, for signature. The Agreement is effective on the date on which James Fuhs signs under oath before a Notary Public on behalf of Hannah's Hope.



James Fuhs, President  
Hannah's Hope

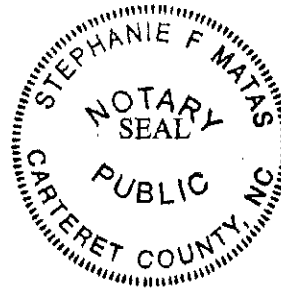
Sworn to and subscribed before me,

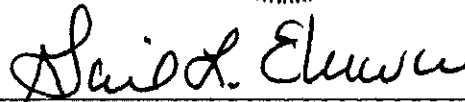
This the 15<sup>th</sup> day of May, 2017.

  
Notary Public

Carteret, NC  
County and State

My commission expires: 12-06-2020






Gail L. Eluwa, Director  
Charitable Solicitation Licensing Division  
North Carolina Secretary of State

Sworn to and subscribed before me,

This the 19 day of May, 2017.

  
Notary Public

Wake, North Carolina  
County and State

My commission expires: 6-27-2021

SEAL









*State of North Carolina*  
*Department of the Secretary of State*

ELAINE F. MARSHALL  
SECRETARY OF STATE

CHARITABLE SOLICITATION LICENSING DIVISION

**CERTIFIED MAIL RETURN RECEIPT REQUESTED**

April 11, 2017

Darla Cram, Director  
Ironstone Lane Rescue & Stables  
127 Ironstone Lane  
Troutman, NC 28166

Re: Settlement Agreement

Dear Ms. Cram:

Please find enclosed the signed Settlement Agreement between the North Carolina Department of the Secretary of State, Charitable Solicitation Licensing Division (hereinafter, "CSL") and Ironstone Lane Rescue & Stables to retain for your records. This agreement reflects the resolution of the issues in the February 16, 2017 Administrative Order and requires your organization to timely comply with the Charitable Solicitation Act, by either requesting an exemption from the licensure requirement, or applying for a charitable solicitation license annually.

If you have any questions or concerns regarding this matter, please feel free to contact me at: 919-807-2129.

Sincerely,

A handwritten signature in black ink, appearing to read "Verlyn C. Forte".

Verlyn C. Forte  
CSL Attorney & Enforcement Supervisor



*State of North Carolina*  
*Department of the Secretary of State*

ELAINE F. MARSHALL  
SECRETARY OF STATE

CHARITABLE SOLICITATION LICENSING DIVISION

**SETTLEMENT AGREEMENT**

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Darla Cram, Director  
Ironstone Lane Rescue & Stables  
127 Ironstone Lane  
Troutman, NC 28166

**In the Matter of: Ironstone Lane Rescue & Stables**  
**CSL FILE NO.: 2016 CSL 121065**

This Settlement Agreement is entered into by the North Carolina Department of the Secretary of State [hereinafter "Department"], Charitable Solicitation Licensing Division [hereinafter "CSL"] and Ironstone Lane Rescue & Stables to set forth the terms of agreement for compliance and payment of financial penalties assessed in the Administrative Order for Penalties and to Cease and Desist Solicitation Activities issued on February 16, 2017 by CSL. The Order imposed penalties pursuant to the North Carolina Charitable Solicitation Act, N.C. Gen. Stat. §131F-1 *et seq.* and/or Rules implementing the Act.

WHEREAS, CSL is charged with charitable solicitation licensing and enforcement in North Carolina under the Charitable Solicitation Act and Chapter 11 of Title 18 of the North Carolina Administrative Code; and

WHEREAS, on February 16, 2017, CSL issued an Administrative Order for Penalties and to Cease and Desist Solicitation Activities (hereinafter referred to as "Order") signed by CSL

2016 CSL 101045

Director, Gail L. Eluwa, to Ironstone Lane Rescue & Stables, assessing ONE THOUSAND DOLLARS (\$1,000.00 ) in financial penalties pursuant to the Charitable Solicitation Act and/or relevant Rules; and

WHEREAS, the Order was properly served and included a Notice of Appeal Rights to the Office of Administrative Hearings (OAH) in compliance with Article 3 of the North Carolina Administrative Procedure Act, N.C. Gen. Stat. §150B; and

WHEREAS, Ironstone Lane Rescue & Stables, did not appealed the Order and instead desires to enter into a settlement agreement to comply with the Charitable Solicitation Act and satisfy the financial penalty assessed in the aforementioned Order; and

WHEREAS, on March 2, 2017, Buddy Cram, on behalf of Darla Cram, Director, Ironstone Lane Rescue & Stables, contacted CSL Director regarding the Order and the assessed penalty; and

WHEREAS, on March 6, 2017, Darla Cram, sent CSL an offer of settlement of the issues addressed in the Order, including the assessed penalty and compliance with the Charitable Solicitation Act; and

WHEREAS, on March 6, 2017, CSL received Ironstone Lane Rescue & Stables' charitable solicitation license renewal application which satisfied the requirements for issuance of a charitable solicitation licensure pursuant to N.C.G.S. §131F-5; and

WHEREAS, on March 6, 2017, Ironstone Lane Rescue & Stables and the Department reached an agreement to accept FIVE HUNDRED DOLLARS (\$500.00), in settlement of the ONE THOUSAND DOLLARS penalty assessed in the February 16, 2017 Order; and

WHEREAS, on March 13, 2017, CSL received Ironstone Lane Rescue & Stables' payment of FIVE HUNDRED DOLLARS (\$500.00), in settlement of the ONE THOUSAND DOLLARS penalty assessed in Order; and

WHEREAS, negotiations have been successful between the parties concerning the settlement agreement terms; and

THEREFORE, the parties have agreed to settle all outstanding issues through this Settlement Agreement, the specific terms of which are listed in the subsequent numbered paragraphs. The parties hereby agree as follows:

1. Ironstone Lane Rescue & Stables through its Director, Darla Cram, and the Department through CSL Director, Gail L. Eluwa, agree to the terms as outlined further in this Settlement Agreement to resolve all issues in the Order issued by CSL to Ironstone Lane Rescue & Stables on February 16, 2017.

2. Ironstone Lane Rescue & Stables shall send two notarized copies of the original Settlement Agreement to be received by CSL on or before March 24, 2017 by the close of business (5:00 p.m.). This document shall be sent to the attention of Gail L. Eluwa, CSL Director, to one of the following addresses:

For regular mail, use the following address:

Gail L. Eluwa, CSL Director  
North Carolina Department of the Secretary of State  
Charitable Solicitation Licensing Division  
Post Office Box 29622  
Raleigh, NC 27626-0622

For overnight mail, use the following address:

Gail L. Eluwa, CSL Director  
North Carolina Department of the Secretary of State  
Charitable Solicitation Licensing Division

2 South Salisbury Street  
Raleigh, NC 27601

3. If the two copies of the fully executed settlement agreement are not received on or before the March 24, 2017 deadline, without further notice, CSL will issue an Order to assess further penalties up to ONE THOUSAND DOLLARS (\$1,000.00) per day for each day the settlement agreement is not received.

4. CSL has issued Ironstone Lane Rescue & Stables a charitable solicitation license effective March 6, 2017 through May 15, 2018, the expiration date.

5. Ironstone Lane Rescue & Stables agrees that by entering into this Settlement Agreement, it will renew its charitable solicitation license within the timeline established by CSL's policy; and acknowledges that failure to timely apply for a charitable solicitation license or request an exemption may result in the issuance of additional financial penalties.

6. Ironstone Lane Rescue & Stables acknowledges that by entering into this Settlement Agreement, it agrees not to contest the February 16, 2017 Order, and any of the provisions of the aforesaid Order, whether or not the challenge is barred by the applicable statute of limitations.

7. The parties agree that CSL does not waive any authority on behalf of the Secretary of State to take action in the future for any and all violations of the Charitable Solicitation Act, N. C. Gen. Stat. § 131F-1 *et seq.* and the relevant Rules provisions found in Chapter 11 of Title 18 of the North Carolina Administrative Code.

8. Entry into this Settlement Agreement by Ironstone Lane Rescue & Stables is not an admission of liability for the violations set forth in the Order of February 16, 2017. Ironstone Lane Rescue & Stables, however, does not dispute that the facts set forth in the Order are

accurate. CSL does not concede by entering into this Settlement Agreement that it would not have prevailed at a hearing on this matter. The parties, however, agree that this Settlement Agreement is a compromise that avoids the time and expense of hearing.

9. The parties agree that all parts of the Order which are not addressed specifically in this Settlement Agreement are considered resolved without further proceedings related to this contested case.

10. This Settlement Agreement shall be given full effect and shall be construed under the laws of the State of North Carolina, which retains jurisdiction of this matter.

11. The undersigned individuals represent that they have the legal capacity and authority to bind the entities on whose behalf they are signing with regard to all issues addressed by and resolved in this Settlement Agreement.

12. All parties acknowledge that they have entered into this Settlement Agreement freely and voluntarily and without any coercion.

13. All parties further acknowledge that they have read and understand the terms of this Agreement and that they have had the opportunity to consult with counsel in deciding whether to enter into this Agreement.

14. This Settlement Agreement constitutes the entire agreement reached by the parties hereto. Any discussions outside the terms of this Agreement are not a part hereof.

15. Any modifications to this Settlement Agreement must be in writing and signed by all parties.

16. This Settlement Agreement shall first be signed by Darla Cram, Director, Ironstone Lane Rescue & Stables, under oath before a Notary Public and then forwarded to Gail

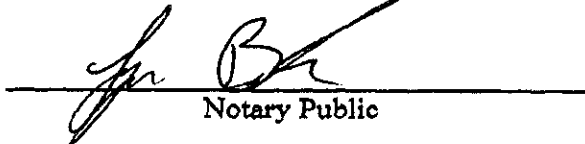
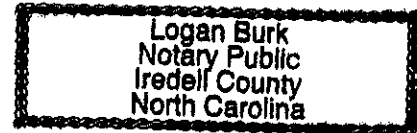
L. Eluwa, CSL Director, for signature. The Agreement is effective on the date on which Darla Cram signs under oath, before a Notary Public, on behalf of Ironstone Lane Rescue & Stables.



Darla Cram, Director  
Ironstone Lane Rescue & Stables

Sworn to and subscribed before me,

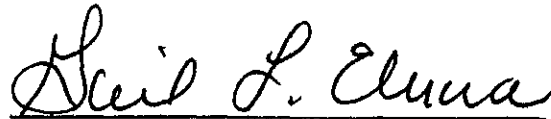
This the 4<sup>th</sup> day of April, 2017.

  
Notary Public

SEAL

Iredell, North Carolina  
County and State

My commission expires: April 28, 2021



Gail L. Eluwa, Director  
Charitable Solicitation Licensing Division  
North Carolina Secretary of State

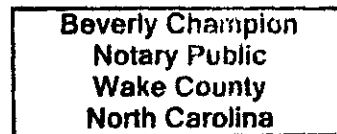
Sworn to and subscribed before me,

This the 11<sup>th</sup> day of April, 2017.

  
Notary Public

SEAL

Wake County, North Carolina  
County and State



My commission expires: April 20, 2021





*State of North Carolina*  
*Department of the Secretary of State*

ELAINE F. MARSHALL  
SECRETARY OF STATE

CHARITABLE SOLICITATION LICENSING

**CERTIFIED MAIL RETURN RECEIPT REQUESTED**

March 14, 2017

Darla Cram, Director  
Ironstone Lane Rescue & Stables  
127 Ironstone Lane  
Troutman, NC 28166

Re: Settlement Agreement

Dear Ms. Cram:

Please find enclosed the Settlement Agreement regarding the February 16, 2017 Administrative Order with penalty (hereinafter, Order). The Agreement resolves all issues in the Order issued by the Charitable Solicitation Licensing Division of the North Carolina Department of the Secretary of State. I have enclosed two originals of the Agreement. Please sign both copies before a Notary and return **both** of the originals to our office for signature by the CSL Director, Gail L. Eluwa, before a notary. The Division will mail you a copy to retain for your records.

As the Agreement states, both signed original Agreements should be returned to CSL on or before March 24, 2017. Should you fail to execute the Agreement by the aforementioned deadline, the entire financial penalty assessed in the Order, in the amount of \$1,000.00 (One Thousand Dollars) shall immediately become due for failure to comply with the terms of this Agreement. The regular and overnight mailing addresses of CSL are in the Agreement and I have enclosed a payment form to accompany your payment.

I look forward to receiving the signed Settlement Agreement. Please let me know if you have any questions or need further information regarding this matter.

Sincerely,

  
Verlyn C. Porte,  
CSL Attorney & Enforcement Supervisor

POST OFFICE BOX 29822, RALEIGH, NC 27628-0822  
PHONE: 919.807.2214 - FAX: 919.807.2220  
[CSL@SOSNC.COM](mailto:CSL@SOSNC.COM)  
[WWW.SOSNC.COM](http://WWW.SOSNC.COM)

Tracking Number: 70140510000164482913



Delivered

## Product & Tracking Information

[See Available Actions](#)

Postal Product:

Features:  
Certified Mail™



April 14, 2017, 10:27 am

Delivered, Left with Individual

TROUTMAN, NC 28166

Your item was delivered to an individual at the address at 10:27 am on April 14, 2017 in TROUTMAN, NC 28166.

April 14, 2017, 9:45 am

Arrived at Unit

MOORESVILLE, NC 28117

April 13, 2017, 9:23 pm

Departed USPS Facility

CHARLOTTE, NC 28228





*State of North Carolina*  
*Department of the Secretary of State*

ELAINE F. MARSHALL  
SECRETARY OF STATE

CHARITABLE SOLICITATION LICENSING DIVISION

**CERTIFIED MAIL RETURN RECEIPT REQUESTED**

May 5, 2017

Margi Prueitt, Executive Director  
PMA Foundation for Industry Talents, Inc.  
1500 Casho Mill Road  
Newark, Delaware 19711

Dear Ms. Prueitt:

Please find enclosed the signed Settlement Agreement between the North Carolina Department of the Secretary of State, Charitable Solicitation Licensing Division (hereinafter, "CSL") and PMA Foundation for Industry Talents to retain for your records. This agreement reflects the resolution of the issues in the December 9, 2016 Administrative Order and requires your organization to timely comply with the Charitable Solicitation Act, by either requesting an exemption from the licensure requirement, or applying for a charitable solicitation license annually.

Please feel free to contact me if you have any questions or concerns regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Verlyn C. Porte", with a long horizontal flourish extending to the right.

Verlyn C. Porte,  
CSL Attorney & Enforcement Supervisor



*State of North Carolina*  
*Department of the Secretary of State*

ELAINE F. MARSHALL  
SECRETARY OF STATE

CHARITABLE SOLICITATION LICENSING DIVISION

**SETTLEMENT AGREEMENT**

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Margi Prueitt, Executive Director  
PMA Foundation for Industry Talents, Inc.  
1500 Casho Mill Road  
Newark, Delaware 19711

**In the Matter of: PMA Foundation for Industry Talents, Inc.**  
**CSL FILE NO.: 2016 CSL 111062**

This Settlement Agreement is entered into by the North Carolina Department of the Secretary of State [hereinafter "Department"], Charitable Solicitation Licensing Division [hereinafter "CSL"] and PMA Foundation for Industry Talents, Inc. to set forth the terms of agreement for compliance and payment of financial penalties assessed in the Administrative Order for Penalties and to Cease and Desist Solicitation Activities issued on December 9, 2016 by CSL. The Order imposed penalties pursuant to the North Carolina Charitable Solicitation Act, N.C. Gen. Stat. §131F-1 *et seq.* and/or Rules implementing the Act.

WHEREAS, CSL is charged with charitable solicitation licensing and enforcement in North Carolina under the Charitable Solicitation Act and Chapter 11 of Title 18 of the North Carolina Administrative Code; and

WHEREAS, on December 9, 2016, CSL issued an Administrative Order for Penalties and to Cease and Desist Solicitation Activities (hereinafter referred to as "Order") signed by CSL

**2016 CSL 111062**

**Page 1 of 6**

Director, Gail L. Eluwa, to PMA Foundation for Industry Talents, Inc., assessing ONE THOUSAND DOLLARS (\$1,000.00 ) in financial penalties pursuant to the Charitable Solicitation Act and/or relevant Rules; and

WHEREAS, the Order was properly served and included a Notice of Appeal Rights to the Office of Administrative Hearings (OAH) in compliance with Article 3 of the North Carolina Administrative Procedure Act, N.C. Gen. Stat. §150B; and

WHEREAS, PMA Foundation for Industry Talents, Inc., did not appeal the Order and instead desires to enter into a settlement agreement to comply with the Charitable Solicitation Act and satisfy the financial penalty assessed in the aforementioned Order; and

WHEREAS, on March 7, 2017, CSL received PMA Foundation for Industry Talents, Inc.'s charitable solicitation license renewal application which satisfied the requirements for issuance of a charitable solicitation licensure pursuant to N.C.G.S. §131F-5; and

WHEREAS, on April 12, 2017, Quincy Inman, Contributor Relations Coordinator, PMA Foundation for Industry Talents, Inc., contacted CSL Attorney, Verlyn C. Porte, regarding the Order and the assessed penalty; and

WHEREAS, on April 17, 2017, Mr. Inman sent CSL an offer of settlement of the issues addressed in the Order, including the assessed penalty and compliance with the Charitable Solicitation Act; and

WHEREAS, on April 18, 2017, PMA Foundation for Industry Talents, Inc. and the Department reached an agreement to accept SIX HUNDRED AND FIFTY DOLLARS (\$650.00), in settlement of the ONE THOUSAND DOLLARS penalty assessed in the December 9, 2016 Order; and

WHEREAS, on or before April 28, 2017, CSL shall receive PMA Foundation for Industry Talents, Inc.'s payment of SIX HUNDRED AND FIFTY DOLLARS (\$650.00), in settlement of the ONE THOUSAND DOLLARS penalty assessed in Order; and

WHEREAS, negotiations have been successful between the parties concerning the settlement agreement terms; and

THEREFORE, the parties have agreed to settle all outstanding issues through this Settlement Agreement, the specific terms of which are listed in the subsequent numbered paragraphs. The parties hereby agree as follows:

1. PMA Foundation for Industry Talents, Inc., through its Executive Director, Margi Prueitt, and the Department through CSL Director, Gail L. Eluwa, agree to the terms as outlined further in this Settlement Agreement to resolve all issues in the Order issued by CSL to PMA Foundation for Industry Talents, Inc. on December 9, 2016.

2. PMA Foundation for Industry Talents, Inc. shall send two notarized copies of the original Settlement Agreement to be received by CSL on or before May 3, 2017 by the close of business (5:00 p.m.). This document shall be sent to the attention of Gail L. Eluwa, CSL Director, to one of the following addresses:

For regular mail, use the following address:

Gail L. Eluwa, CSL Director  
North Carolina Department of the Secretary of State  
Charitable Solicitation Licensing Division  
Post Office Box 29622  
Raleigh, NC 27626-0622

For overnight mail, use the following address:

Gail L. Eluwa, CSL Director  
North Carolina Department of the Secretary of State  
Charitable Solicitation Licensing Division

2 South Salisbury Street  
Raleigh, NC 27601

3. If the two copies of the fully executed settlement agreement are not received on or before the May 3, 2017 deadline, without further notice, CSL will issue an Order to assess further penalties up to ONE THOUSAND DOLLARS (\$1,000.00) per day for each day the settlement agreement is not received.

4. CSL has issued PMA Foundation for Industry Talents, Inc. a charitable solicitation license effective March 7, 2017 through May 15, 2017, the expiration date.

5. PMA Foundation for Industry Talents, Inc. agrees that by entering into this Settlement Agreement, it will renew its charitable solicitation license within the timeline established by CSL's policy; and acknowledges that failure to timely apply for a charitable solicitation license or request an exemption may result in the issuance of additional financial penalties.

6. PMA Foundation for Industry Talents, Inc. acknowledges that by entering into this Settlement Agreement, it agrees not to contest the December 9, 2016 Order, and any of the provisions of the aforesaid Order, whether or not the challenge is barred by the applicable statute of limitations.

7. The parties agree that CSL does not waive any authority on behalf of the Secretary of State to take action in the future for any and all violations of the Charitable Solicitation Act, N. C. Gen. Stat. § 131F-1 et seq. and the relevant Rules provisions found in Chapter 11 of Title 18 of the North Carolina Administrative Code.

8. Entry into this Settlement Agreement by PMA Foundation for Industry Talents, Inc. is not an admission of liability for the violations set forth in the Order of December 9, 2016.



PMA Foundation for Industry Talents, Inc., however, does not dispute that the facts set forth in the Order are accurate. CSL does not concede by entering into this Settlement Agreement that it would not have prevailed at a hearing on this matter. The parties, however, agree that this Settlement Agreement is a compromise that avoids the time and expense of hearing.

9. The parties agree that all parts of the Order which are not addressed specifically in this Settlement Agreement are considered resolved without further proceedings related to this contested case.

10. This Settlement Agreement shall be given full effect and shall be construed under the laws of the State of North Carolina, which retains jurisdiction of this matter.

11. The undersigned individuals represent that they have the legal capacity and authority to bind the entities on whose behalf they are signing with regard to all issues addressed by and resolved in this Settlement Agreement.

12. All parties acknowledge that they have entered into this Settlement Agreement freely and voluntarily and without any coercion.

13. All parties further acknowledge that they have read and understand the terms of this Agreement and that they have had the opportunity to consult with counsel in deciding whether to enter into this Agreement.

14. This Settlement Agreement constitutes the entire agreement reached by the parties hereto. Any discussions outside the terms of this Agreement are not a part hereof.

15. Any modifications to this Settlement Agreement must be in writing and signed by all parties.

16. This Settlement Agreement shall first be signed by Margi Prueitt, Executive Director, PMA Foundation for Industry Talents, Inc., under oath before a Notary Public and then

forwarded to Gail L. Eluwa, CSL Director, for signature. The Agreement is effective on the date on which Margi Prueitt signs under oath, before a Notary Public, on behalf of PMA Foundation for Industry Talents, Inc.

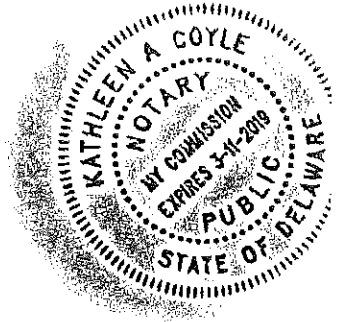


Margi Prueitt  
Margi Prueitt, Executive Director  
PMA Foundation for Industry Talents, Inc.

Sworn to and subscribed before me,

This the 21 day of April, 2017.

Kathleen A. Coyle  
Notary Public



New Castle, DE  
County and State

SEAL

My commission expires: 3/11/19

Gail L. Eluwa

Gail L. Eluwa, Director  
Charitable Solicitation Licensing Division  
North Carolina Secretary of State

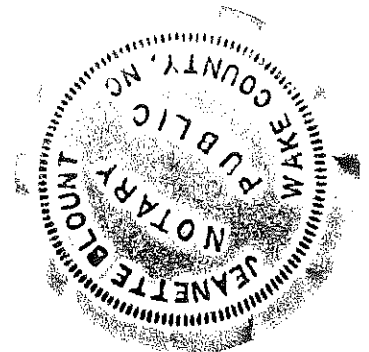
Sworn to and subscribed before me,

This the 4 day of May, 2017.

Jeanette Blount  
Notary Public  
Wake, North Carolina  
County and State

SEAL

My commission expires: 6-27-2021







*State of North Carolina*  
*Department of the Secretary of State*

ELAINE F. MARSHALL  
SECRETARY OF STATE

CHARITABLE SOLICITATION LICENSING DIVISION

**SETTLEMENT AGREEMENT**

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Kerry Barr O'Connor  
Dress for Success Charlotte  
500-A Clanton Road  
Charlotte, NC 28217

**In the Matter of: Dress for Success Charlotte**  
**CSL FILE NO.: 2016 CSL 111057**

This Settlement Agreement is entered into by the North Carolina Department of the Secretary of State [hereinafter "Department"], Charitable Solicitation Licensing Division [hereinafter "CSL"] and Dress for Success Charlotte to set forth the terms of agreement for compliance with an Administrative Order for Penalties and to Cease and Desist Solicitation Activities issued on November 21, 2016 by CSL; and served on December 1, 2016 by certified mail. This Order imposed penalties pursuant to the North Carolina Charitable Solicitation Act, §131F-1 *et seq.* and/or Rules implementing the Act.

WHEREAS, CSL is charged with charitable solicitation licensing and enforcement in North Carolina under the Charitable Solicitation Act and Chapter 11 of Title 18 of the North Carolina Administrative Code; and

WHEREAS, on November 21, 2016, CSL issued an Administrative Order for Penalties and to Cease and Desist Solicitation Activities (hereinafter referred to as "Order") signed by CSL Director, Gail L. Eluwa, to Dress for Success Charlotte, assessing ONE THOUSAND DOLLARS (\$1,000.00 ) in financial penalties pursuant to the Charitable Solicitation Act and/or relevant Rules; and

WHEREAS, the Order was properly served and included a Notice of Appeal Rights to the Office of Administrative Hearings (OAH) in compliance with Article 3 of the North Carolina Administrative Procedure Act, N.C. Gen. Stat. §150B; and

WHEREAS, Dress for Success Charlotte did not appeal the Order and instead desires to enter into a settlement agreement to satisfy the financial penalty assessed in the aforementioned Order; and

WHEREAS, on December 8, 2016, CSL received Dress for Success Charlotte's charitable solicitation license renewal application, which satisfies the requirements for issuance of a charitable solicitation license pursuant to N.C.G.S. §131F-23(e)(4); and

WHEREAS, on January 6, 2017, Kerry Barr O'Connor, Executive Director, Dress for Success Charlotte, telephoned Verlyn C. Porte, CSL Attorney, regarding the administrative order and payment of the assessed penalty; and

WHEREAS, on January 10, 2017, Dress for Success Charlotte and the Department reached an agreement to accept two financial payments totaling the amount of FIVE HUNDRED DOLLARS (\$500.00) in settlement of the ONE THOUSAND DOLLARS (\$1000.00) penalty assessed in the November 21, 2016 Administrative Order; and

WHEREAS, negotiations have been successful between the parties concerning the settlement agreement terms.

THEREFORE, the parties have agreed to settle all outstanding issues through this Settlement Agreement, the specific terms of which are listed in the subsequent numbered paragraphs. The parties hereby agree as follows:

1. Dress for Success Charlotte, through its Executive Director, Kerry Barr O'Connor, and the Department through CSL Director, Gail L. Eluwa, agrees to the terms outlined further in this Settlement Agreement to resolve all issues, including the financial penalties assessed in the Order issued by CSL to Dress for Success Charlotte on November 21, 2016.

2. Dress for Success Charlotte shall make the following financial payments to CSL in settlement of the financial penalty assessed in the Order as follows:

On February 1, 2017, submit two hundred and fifty dollars (\$250.00) to CSL; and

On April 1, 2017, submit two hundred and fifty dollars (\$250.00) to CSL.

3. Dress for Success Charlotte shall send two notarized copies of the original Settlement Agreement, to be received by CSL on or before January 20, 2017 by the close of business (5:00 p.m.). This document shall be sent to the attention of Gail L. Eluwa, CSL Director, to one of the following addresses:

For regular mail, use the following address:

Gail L. Eluwa, CSL Director  
North Carolina Department of the Secretary of State  
Charitable Solicitation Licensing Division  
Post Office Box 29622  
Raleigh, NC 27626-0622

For overnight mail, use the following address:

Gail L. Eluwa, CSL Director  
North Carolina Department of the Secretary of State  
Charitable Solicitation Licensing Division  
2 South Salisbury Street  
Raleigh, NC 27601

4. If two copies of the fully executed settlement agreement are not received on or before the January 20, 2017 deadline, without further notice, CSL will issue an Order to assess further penalties up to ONE THOUSAND DOLLARS (\$1,000.00) per day for each day the settlement agreement is not received.

5. CSL agrees to renew Dress for Success Charlotte's charitable solicitation license.

6. Dress for Success Charlotte agrees that by entering into this Settlement Agreement, it will timely renew its charitable solicitation license or request an exemption from the licensure requirement of the Charitable Solicitation Act annually. Furthermore, Dress for Success Charlotte acknowledges that failure to renew its charitable solicitation license or obtain an exemption prior to charitable solicitation in the State of North Carolina, may result in the issuance of additional financial penalties.

7. Dress for Success Charlotte further acknowledges that by entering into this Settlement Agreement, it agrees not to contest the November 21, 2016 Order, and any of the provisions of the aforesaid Order, whether or not the challenge is barred by the applicable statute of limitations.

8. The parties agree that CSL does not waive any authority on behalf of the Secretary of State to take action in the future for any and all violations of the Charitable Solicitation Act, N. C. Gen. Stat. § 131F-1 *et seq.* and the relevant Rules provisions found in Chapter 11 of Title 18 of the North Carolina Administrative Code.

9. Entry into this Settlement Agreement by Dress for Success Charlotte is not an admission of liability for the violations set forth in the Order. Dress for Success Charlotte, however, does not dispute that the facts set forth in the Order are accurate. CSL does not concede by entering into this Settlement Agreement that it would not have prevailed at a hearing on this matter. The parties, however, agree that this Settlement Agreement is a compromise that avoids the time and expense of a hearing.

10. The parties agree that all parts of the Order issued by CSL on November 21, 2016, which are not addressed specifically in this Settlement Agreement are considered resolved without further proceedings related to this contested case.

11. This Settlement Agreement shall be given effect and shall be construed under the laws of the State of North Carolina, which retains jurisdiction of this matter.

12. The undersigned individuals represent that they have the legal capacity and authority to bind the entities on whose behalf they are signing with regard to all issues addressed by and resolved in this Settlement Agreement.

13. All parties acknowledge that they have entered into this Settlement Agreement freely and voluntarily and without any coercion.

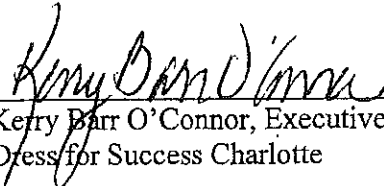
14. All parties further acknowledge that they have read and understand the terms of this Agreement and that they have had the opportunity to consult with counsel in deciding whether to enter into this Agreement.

15. This Settlement Agreement constitutes the entire agreement reached by the parties hereto. Any discussions outside the terms of this Agreement are not a part hereof.

16. Any modifications to this Settlement Agreement must be in writing and signed by all parties.

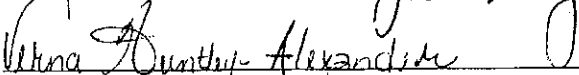


17. This Settlement Agreement shall first be signed by Kerry Barr O'Connor, Executive Director, Dress for Success Charlotte, under oath before a Notary Public and then forwarded to Gail L. Eluwa, CSL Director, for signature. The Agreement is effective on the date on which Kerry Barr O'Connor signs under oath, before a Notary Public, on behalf of Dress for Success Charlotte.

  
Kerry Barr O'Connor, Executive Director  
Dress for Success Charlotte

Sworn to and subscribed before me,

This the 18 day of January, 2017.

  
Notary Public

Mecklenburg County, North Carolina  
County and State

My commission expires: Nov. 3, 2020

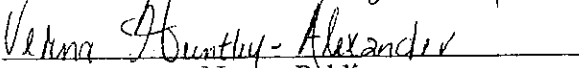
SEAL



Gail L. Eluwa, Director  
Charitable Solicitation Licensing Division  
North Carolina Department of the Secretary of State

Sworn to and subscribed before me,

This the 18<sup>th</sup> day of January, 2017.

  
Notary Public

Mecklenburg, North Carolina  
County and State

My commission expires: Nov. 3, 2020

SEAL







RECEIVED JAN 31 2017

*State of North Carolina  
Department of the Secretary of State*

ELAINE F. MARSHALL  
SECRETARY OF STATE

CHARITABLE SOLICITATION LICENSING DIVISION

**SETTLEMENT AGREEMENT**

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Jay DeLancy, Executive Director  
Voter Integrity Project NC, Inc.  
4441 Six Forks Road #106-233  
Raleigh, NC 27609

**In the Matter of: Voter Integrity Project NC, Inc.  
CSL FILE NO.: 2016 CSL 101054**

This Settlement Agreement is entered into by the North Carolina Department of the Secretary of State [hereinafter "Department"], Charitable Solicitation Licensing Division [hereinafter "CSL"] and Voter Integrity Project NC, Inc. to set forth the terms of agreement for payment of financial penalties assessed in an Administrative Order for Penalties and to Cease and Desist Solicitation Activities issued on November 15, 2016 by CSL. This Order imposed penalties pursuant to the North Carolina Charitable Solicitation Act, N.C. Gen. Stat. §131F-1 *et seq.* and/or Rules implementing the Act.

WHEREAS, CSL is charged with charitable solicitation licensing and enforcement in North Carolina under the Charitable Solicitation Act and Chapter 11 of Title 18 of the North Carolina Administrative Code; and

WHEREAS, on November 15, 2016, CSL issued an Administrative Order for Penalties and to Cease and Desist Solicitation Activities (hereinafter referred to as "Order") signed by CSL

**2016 CSL 101054**

Page 1 of 7

Director, Gail L. Eluwa, to Voter Integrity Project NC, Inc., assessing ONE THOUSAND DOLLARS (\$1,000.00 ) in financial penalties pursuant to the Charitable Solicitation Act and/or relevant Rules; and

WHEREAS, the Order was properly served and included a Notice of Appeal Rights to the Office of Administrative Hearings (OAH) in compliance with Article 3 of the North Carolina Administrative Procedure Act, N.C. Gen. Stat. §150B; and

WHEREAS, Voter Integrity Project NC, Inc. did not appeal the Order entered on November 15, 2016 by CSL, and instead desires to enter into a settlement agreement to comply with the licensure requirement and satisfy the financial penalty assessed in the aforementioned Order; and

WHEREAS, on December 7, 2016, Jay DeLancy, Executive Director, Voter Integrity Project NC, Inc., telephoned Verlyn C. Porte, CSL Attorney, regarding the Order and payment of the assessed penalty; and

WHEREAS, on December 12, 2016, CSL received Voter Integrity Project NC, Inc.'s Exemption Request Form which satisfied the requirements for an exemption from the licensure requirement of the Charitable Solicitation Act pursuant to N.C.G.S. §131F-3(3); and

WHEREAS, on January 20, 2017, CSL received Voter Integrity Project NC, Inc.'s penalty payment in the amount of TWO HUNDRED AND FIFTY DOLLARS (\$250.00) in settlement of the ONE THOUSAND DOLLARS (\$1000.00) assessed in the November 15, 2016 Order; and

WHEREAS, negotiations have been successful between the parties concerning the settlement agreement terms; and

THEREFORE, the parties have agreed to settle all outstanding issues through this Settlement Agreement, the specific terms of which are listed in the subsequent numbered paragraphs. The parties hereby agree as follows:

1. Voter Integrity Project NC, Inc. through its Executive Director, Jay DeLancy, and the Department through CSL Director, Gail Eluwa, agree to the terms as outlined further in this Settlement Agreement to resolve all issues, including the financial penalties assessed in the Order issued by CSL to Voter Integrity Project NC, Inc. on November 15, 2016.

2. Voter Integrity Project NC, Inc. shall send two notarized copies of the original Settlement Agreement to be received by CSL on or before February 3, 2017 by the close of business (5:00 p.m.). This document shall be sent to the attention of Gail L. Eluwa, CSL Director, to one of the following addresses:

For regular mail, use the following address:

Gail L. Eluwa, CSL Director  
North Carolina Department of the Secretary of State  
Charitable Solicitation Licensing Division  
Post Office Box 29622  
Raleigh, NC 27626-0622

For overnight mail, use the following address:

Gail L. Eluwa, CSL Director  
North Carolina Department of the Secretary of State  
Charitable Solicitation Licensing Division  
2 South Salisbury Street  
Raleigh, NC 27601

3. If the two copies of the fully executed settlement agreement are not received on or before the February 3, 2017 deadline, without further notice, CSL will issue an Order to assess further penalties up to ONE THOUSAND DOLLARS (\$1,000.00) per day for each day the settlement agreement is not received.

4. CSL agreed to issue Voter Integrity Project NC, Inc. an Exemption from the licensure requirement of the Charitable Solicitation Act effective January 23, 2017 with an expiration date of May 15, 2017.

5. Voter Integrity Project NC, Inc. agrees that by entering into this Settlement Agreement, it will request an exemption from the licensure requirement of the Charitable Solicitation Act within the timeline established by CSL's policy; and acknowledges that failure to timely request an exemption may result in the issuance of additional financial penalties.

6. Voter Integrity Project NC, Inc. acknowledges that by entering into this Settlement Agreement, it agrees not to contest the November 15, 2016 Order, and any of the provisions of the aforesaid Order, whether or not the challenge is barred by the applicable statute of limitations.

7. The parties agree that CSL does not waive any authority on behalf of the Secretary of State to take action in the future for any and all violations of the Charitable Solicitation Act, N. C. Gen. Stat. § 131F-1 *et seq.* and the relevant Rules provisions found in Chapter 11 of Title 18 of the North Carolina Administrative Code.

8. Entry into this Settlement Agreement by Voter Integrity Project NC, Inc. is not an admission of liability for the violations set forth in the Order of November 15, 2016. Voter Integrity Project NC, Inc., however, does not dispute that the facts set forth in the Order are accurate. CSL does not concede by entering into this Settlement Agreement that it would not have prevailed at a hearing on this matter. The parties, however, agree that this Settlement Agreement is a compromise that avoids the time and expense of hearing.

9. The parties agree that all parts of the Order which are not addressed specifically in this Settlement Agreement are considered resolved without further proceedings related to this contested case.

10. This Settlement Agreement shall be given full effect and shall be construed under the laws of the State of North Carolina, which retains jurisdiction of this matter.

11. The undersigned individuals represent that they have the legal capacity and authority to bind the entities on whose behalf they are signing with regard to all issues addressed by and resolved in this Settlement Agreement.

12. All parties acknowledge that they have entered into this Settlement Agreement freely and voluntarily and without any coercion.

13. All parties further acknowledge that they have read and understand the terms of this Agreement and that they have had the opportunity to consult with counsel in deciding whether to enter into this Agreement.

14. This Settlement Agreement constitutes the entire agreement reached by the parties hereto. Any discussions outside the terms of this Agreement are not a part hereof.

15. Any modifications to this Settlement Agreement must be in writing and signed by all parties.

16. This Settlement Agreement shall first be signed by Jay DeLancy, Executive Director, Voter Integrity Project NC, Inc., under oath before a Notary Public and then forwarded to Gail L. Eluwa, CSL Director, for signature. The Agreement is effective on the date on which Jay DeLancy signs under oath before a Notary Public on behalf of Voter Integrity Project NC, Inc.

Jay A. DeLancy  
Jay DeLancy, Executive Director  
Voter Integrity Project NC, Inc.

Sworn to and subscribed before me,

This the 27<sup>th</sup> day of January, 2017.

Bonnie L. Pierce  
Notary Public

Wake County, North Carolina  
County and State

My commission expires: 7-24-17



Gail L. Eluwa  
Gail L. Eluwa, Director  
Charitable Solicitation Licensing Division  
North Carolina Secretary of State

Sworn to and subscribed before me,

This the 1 day of February, 2017.

Jeanette Blount  
Notary Public

Wake, North Carolina  
County and State

My commission expires: 02-27-2021

SEAL





## USPS Tracking®

Still Have Questions?  
Browse our FAQs »

 Get Easy Tracking Updates »  
Sign up for My USPS.

Tracking Number: 70140510000164482593

 Delivered

## Product &amp; Tracking Information

Postal Product:

Features:  
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
February 6, 2017, 1:44 pm	Delivered, Front Desk/Reception	RALEIGH, NC 27609

Your item was delivered to the front desk or reception area at 1:44 pm on February 6, 2017 in RALEIGH, NC 27609.

## Available Actions

Text Updates

Email Updates





*State of North Carolina*  
*Department of the Secretary of State*

ELAINE F. MARSHALL  
SECRETARY OF STATE

CHARITABLE SOLICITATION LICENSING

**CERTIFIED MAIL RETURN RECEIPT REQUESTED**

June 21, 2017

Larry A. Siedell, President  
Foundation for American Veterans, Inc.  
7473 Wilshire  
West Bloomfield, MI 48322

Re: Settlement Agreement

Dear Mr. Siedell:

Please find enclosed the Settlement Agreement regarding the March 27, 2017 Administrative Order with penalty (hereinafter, Order). The Agreement resolves all issues in the Order issued by the Charitable Solicitation Licensing Division of the North Carolina Department of the Secretary of State. I have enclosed two originals of the Agreement. Please sign both copies before a Notary and return **both** of the originals to our office for signature by the CSL Director, Gail L. Eluwa, before a notary. The Division will mail you a copy to retain for your records.

As the Agreement states, both signed original Agreements should be returned to CSL on or before June 30, 2017. Should you fail to execute the Agreement by the aforementioned deadline, the entire financial penalty assessed in the Order, in the amount of \$4,000.00 (Four Thousand Dollars) shall immediately become due for failure to comply with the terms of this Agreement. The regular and overnight mailing addresses of CSL are in the Agreement and I have enclosed a payment form to accompany your payment.

I look forward to receiving the signed Settlement Agreement. Please let me know if you have any questions or need further information regarding this matter.

Sincerely,

  
Verlyn C. Porte,  
CSL Attorney & Enforcement Supervisor



*State of North Carolina*  
*Department of the Secretary of State*

ELAINE F. MARSHALL  
SECRETARY OF STATE

CHARITABLE SOLICITATION LICENSING DIVISION

**SETTLEMENT AGREEMENT**

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Larry A. Siedell, President  
Foundation for American Veterans, Inc.  
7473 Wilshire  
West Bloomfield, MI 48322

**In the Matter of: Foundation for American Veterans, Inc.**  
**CSL FILE NO.: 2016 CSL 101053**

This Settlement Agreement is entered into by the North Carolina Department of the Secretary of State [hereinafter "Department"], Charitable Solicitation Licensing Division [hereinafter "CSL"] and Foundation for American Veterans, Inc. to set forth the terms of agreement for violation of the Charitable Solicitation Act and payment of financial penalties assessed in the Administrative Order issued on March 27, 2017 by CSL. The Order imposed penalties pursuant to the North Carolina Charitable Solicitation Act, N.C. Gen. Stat. §131F-1 *et seq.* and/or Rules implementing the Act.

WHEREAS, CSL is charged with charitable solicitation licensing and enforcement in North Carolina under the Charitable Solicitation Act and Chapter 11 of Title 18 of the North Carolina Administrative Code; and

WHEREAS, on March 27, 2017, CSL issued an Administrative Order for violations of the Charitable Solicitation Act (hereinafter referred to as "Order") signed by CSL Director, Gail L. Eluwa, to Foundation for American Veterans, Inc., assessing FOUR THOUSAND DOLLARS

(\$4,000.00 ) in financial penalties pursuant to the Charitable Solicitation Act and/or relevant Rules; and

WHEREAS, the Order was properly served and included a Notice of Appeal Rights to the Office of Administrative Hearings (OAH) in compliance with Article 3 of the North Carolina Administrative Procedure Act, N.C. Gen. Stat. §150B; and

WHEREAS, Foundation for American Veterans, Inc., did not appeal the Order and instead desires to enter into a settlement agreement to comply with the Charitable Solicitation Act and satisfy the financial penalty assessed in the aforementioned Order; and

WHEREAS, on April 26, 2017, attorneys for Foundation for American Veterans, Inc. contacted CSL attorney regarding the Order and the assessed penalty; and notified the Division that the inaccurate information provided to the Division was based on their good faith belief and understanding that the information was true and accurate at the time; and

WHEREAS, on May 1, 2017, the Department accepted Foundation for American Veterans, Inc.'s offer of settlement of the issues addressed in the Order, including the assessed penalty and compliance with the Charitable Solicitation Act; and

WHEREAS, on June 16, 2017, Foundation for American Veterans, Inc. and the Department reached an agreement to accept TWO THOUSAND DOLLARS (\$2000.00), in settlement of the FOUR THOUSAND DOLLARS (\$4000.00) penalty assessed in Order; and

WHEREAS, on or before June 30, 2017, CSL shall received Foundation for American Veterans, Inc.'s full payment of \$2000.00, in settlement of the \$4000.00 penalty assessed in the Order; and

WHEREAS, negotiations have been successful between the parties concerning the settlement agreement terms; and

THEREFORE, the parties have agreed to settle all outstanding issues through this Settlement Agreement, the specific terms of which are listed in the subsequent numbered paragraphs. The parties hereby agree as follows:

1. Foundations for American Veterans, Inc. through its President, Larry Siedell, and the Department through CSL Director, Gail L. Eluwa, agree to the terms as outlined further in this Settlement Agreement to resolve all issues in the Order issued by CSL to Foundation for American Veterans, Inc. on March 27, 2017.

2. Foundation for American Veterans, Inc. shall send two notarized copies of the original Settlement Agreement to be received by CSL on or before June 30, 2017 by the close of business (5:00 p.m.). This document shall be sent to the attention of Gail L. Eluwa, CSL Director, to one of the following addresses:

For regular mail, use the following address:

Gail L. Eluwa, CSL Director  
North Carolina Department of the Secretary of State  
Charitable Solicitation Licensing Division  
Post Office Box 29622  
Raleigh, NC 27626-0622

For overnight mail, use the following address:

Gail L. Eluwa, CSL Director  
North Carolina Department of the Secretary of State  
Charitable Solicitation Licensing Division  
2 South Salisbury Street  
Raleigh, NC 27601

3. If the two copies of the fully executed settlement agreement are not received on or before the June 30, 2017 deadline, without further notice, CSL will issue an Order to assess

further penalties up to ONE THOUSAND DOLLARS (\$1,000.00) per day for each day the settlement agreement is not received.

4. CSL issued Foundation for American Veterans, Inc. a charitable solicitation license effective December 7, 2016 through May 15, 2017, the expiration date; and an extension to renew its license until August 15, 2017.

5. Foundation for American Veterans, Inc. agrees that by entering into this Settlement Agreement, it will renew its charitable solicitation license within the timeline established by CSL's policy; and acknowledges that failure to timely apply for a charitable solicitation license or comply with the extension of time to do so may result in the issuance of additional financial penalties.

6. Foundation for American Veterans, Inc. acknowledges that by entering into this Settlement Agreement, it agrees not to contest the March 27, 2017 Order, and any of the provisions of the aforesaid Order, whether or not the challenge is barred by the applicable statute of limitations.

7. The parties agree that CSL does not waive any authority on behalf of the Secretary of State to take action in the future for any and all violations of the Charitable Solicitation Act, N. C. Gen. Stat. § 131F-1 *et seq.* and the relevant Rules provisions found in Chapter 11 of Title 18 of the North Carolina Administrative Code.

8. Entry into this Settlement Agreement by Foundation for American Veterans, Inc. is not an admission of intent to mislead or liability for the violations set forth in the Order of March 27, 2017. Foundation for American Veterans, Inc., however, does not dispute that the facts set forth in the Order are accurate. CSL does not concede by entering into this Settlement Agreement that it would not have prevailed at a hearing on this matter. The parties, however,

agree that this Settlement Agreement is a compromise that avoids the time and expense of hearing.

9. The parties agree that all parts of the Order which are not addressed specifically in this Settlement Agreement are considered resolved without further proceedings related to this contested case.

10. This Settlement Agreement shall be given full effect and shall be construed under the laws of the State of North Carolina, which retains jurisdiction of this matter.

11. The undersigned individuals represent that they have the legal capacity and authority to bind the entities on whose behalf they are signing with regard to all issues addressed by and resolved in this Settlement Agreement.

12. All parties acknowledge that they have entered into this Settlement Agreement freely and voluntarily and without any coercion.

13. All parties further acknowledge that they have read and understand the terms of this Agreement and that they have had the opportunity to consult with counsel in deciding whether to enter into this Agreement.

14. This Settlement Agreement constitutes the entire agreement reached by the parties hereto. Any discussions outside the terms of this Agreement are not a part hereof.

15. Any modifications to this Settlement Agreement must be in writing and signed by all parties.

16. This Settlement Agreement shall first be signed by Larry Siedell, President, Foundation for American Veterans, Inc., under oath before a Notary Public and then forwarded to Gail L. Eluwa, CSL Director, for signature. The Agreement is effective on the date on which



Larry Siedell signs under oath, before a Notary Public, on behalf of Foundation for American Veterans, Inc.

Larry Siedell  
Larry Siedell, President  
Foundation for American Veterans, Inc.

Sworn to and subscribed before me,

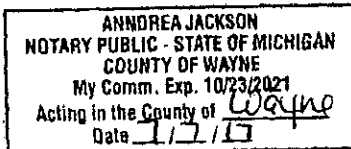
This the 7<sup>th</sup> day of July, 2017.

Andrea Jackson  
Notary Public

Wayne County, Michigan  
County and State

SEAL

My commission expires: 10-23-2021



Gail L. Eluwa  
Gail L. Eluwa, Director  
Charitable Solicitation Licensing Division  
North Carolina Secretary of State

Sworn to and subscribed before me,

This the 12 day of July, 2017.

Jeannette Blount  
Notary Public

Wake North Carolina  
County and State

SEAL

My commission expires: 6-27-2021



SE . . . . . COMPLETE THIS SECTION

PLACE STICKER AT TOP OF ENVELOPE TO BE RETURNED TO POST OFFICE  
DO NOT DETACH FROM ENVELOPE

COMPLETE THIS SECTION ON DELIVERY

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

VP

Larry A. Siedell, President  
Foundation for American Veterans, Inc.  
7473 Wilshire  
West Bloomfield, MI 48322

A. Signature

☒ Agent

B. Received by (Printed Name)

☐ Addressee

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Certified Mail® ☐ Priority Mail Express™
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

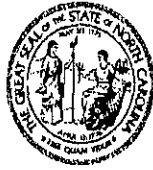
2. Article Number  
(Transfer from service label)

7014 0510 0001 6461 8473

PS Form 3811, July 2013

Domestic Return Receipt





*State of North Carolina*  
*Department of the Secretary of State*

ELAINE F. MARSHALL  
SECRETARY OF STATE

CHARITABLE SOLICITATION LICENSING DIVISION

**CERTIFIED MAIL RETURN RECEIPT REQUESTED**

June 6, 2017

Samantha Hodge, Founder/President  
Barks and Wiggles Boxer Rescue  
P.O. Box 198  
Conover, NC 28613

Re: Settlement Agreement

Dear Ms. Hodge:

Please find enclosed the signed Settlement Agreement between the North Carolina Department of the Secretary of State, Charitable Solicitation Licensing Division (hereinafter, "CSL") and Barks and Wiggles Boxer Rescue to retain for your records. This agreement reflects the resolution of the issues in the November 15, 2016 Administrative Order and requires your organization to timely comply with the agreed upon payment of the financial penalty and the Charitable Solicitation Act, by either requesting an exemption from the licensure requirement, or applying for a charitable solicitation license annually.

Please feel free to contact me if you have any questions or concerns regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Verlyn C. Porte", written over a horizontal line.

Verlyn C. Porte,  
CSL Attorney & Enforcement Supervisor



*State of North Carolina*  
*Department of the Secretary of State*

ELAINE F. MARSHALL  
SECRETARY OF STATE

CHARITABLE SOLICITATION LICENSING DIVISION

**SETTLEMENT AGREEMENT**

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Samantha Hodge, Founder/President  
Barks and Wiggles Boxer Rescue  
P.O. Box 198  
Conover, NC 28613

**In the Matter of: Barks and Wiggles Boxer Rescue**  
**CSL FILE NO.: 2016 CSL 101050**

This Settlement Agreement is entered into by the North Carolina Department of the Secretary of State [hereinafter "Department"], Charitable Solicitation Licensing Division [hereinafter "CSL"] and Barks and Wiggles Boxer Rescue to set forth the terms of agreement for compliance and payment of financial penalties assessed in an Administrative Order for Penalties and to Cease and Desist Solicitation Activities issued on November 15, 2016 by CSL. This Order imposed penalties pursuant to the North Carolina Charitable Solicitation Act, N.C. Gen. Stat. §131F-1 *et seq.* and/or Rules implementing the Act.

WHEREAS, CSL is charged with charitable solicitation licensing and enforcement in North Carolina under the Charitable Solicitation Act and Chapter 11 of Title 18 of the North Carolina Administrative Code; and

WHEREAS, on November 15, 2016, CSL issued an Administrative Order for Penalties and to Cease and Desist Solicitation Activities (hereinafter referred to as "Order") signed by CSL

Director, Gail L. Eluwa, to Barks and Wiggles Boxer Rescue, assessing ONE THOUSAND DOLLARS (\$1,000.00) in financial penalties pursuant to the Charitable Solicitation Act and/or relevant Rules; and

WHEREAS, the Order was properly served and included a Notice of Appeal Rights to the Office of Administrative Hearings (OAH) in compliance with Article 3 of the North Carolina Administrative Procedure Act, N.C. Gen. Stat. §150B; and

WHEREAS, Barks and Wiggles Boxer Rescue did not appeal the Order entered on November 15, 2016 by CSL, and instead desires to enter into a settlement agreement to comply with the licensure requirement and satisfy the financial penalty assessed in the aforementioned Order; and

WHEREAS, on or about April 27, 2017, Barks and Wiggles Boxer Rescue's attorney, Marianna Burt, emailed Verlyn C. Porte, CSL Attorney, regarding the Order and payment of the assessed penalty; and

WHEREAS, on May 16, 2017, CSL received Barks and Wiggles Boxer Rescue's Exemption Request Form; and on May 23, 2017, the organization satisfied the requirements for an exemption from the licensure requirement of the Charitable Solicitation Act pursuant to N.C.G.S. §131F-3(3); and

WHEREAS, on May 23, 2017, CSL reached an agreement to accept two payments totaling the amount of TWO HUNDRED AND FIFTY DOLLARS (\$250.00), in settlement of the ONE THOUSAND DOLLARS (\$1000.00) penalty assessed in the November 15, 2016 Order; and

WHEREAS, negotiations have been successful between the parties concerning the settlement agreement terms; and

THEREFORE, the parties have agreed to settle all outstanding issues through this Settlement Agreement, the specific terms of which are listed in the subsequent numbered paragraphs. The parties hereby agree as follows:

1. Barks and Wiggles Boxer Rescue through its President, Samantha Hodge, and the Department through CSL Director, Gail L. Eluwa, agree to the terms as outlined further in this Settlement Agreement to resolve all issues, including the financial penalties assessed in the Order issued by CSL to Barks and Wiggles Boxer Rescue.

2. Barks and Wiggles Boxer Rescue shall make the following financial payments to CSL in settlement of the financial penalty assessed in the Order as follows:

On June 15, 2017, submit one hundred and twenty-five dollars (\$125.00) to CSL; and

On July 15, 2017, submit one hundred and twenty-five dollars (\$125.00) to CSL.

3. Barks and Wiggles Boxer Rescue shall send two notarized copies of the original Settlement Agreement to be received by CSL on or before June 5, 2017 by the close of business (5:00 p.m.). This document shall be sent to the attention of Gail L. Eluwa, CSL Director, to one of the following addresses:

For regular mail, use the following address:

Gail L. Eluwa, CSL Director  
North Carolina Department of the Secretary of State  
Charitable Solicitation Licensing Division  
Post Office Box 29622  
Raleigh, NC 27626-0622

For overnight mail, use the following address:

Gail L. Eluwa, CSL Director  
North Carolina Department of the Secretary of State  
Charitable Solicitation Licensing Division  
2 South Salisbury Street  
Raleigh, NC 27601

4. If the two copies of the fully executed settlement agreement are not received on or before the June 5, 2017 deadline, without further notice, CSL will issue an Order to assess further penalties up to ONE THOUSAND DOLLARS (\$1,000.00) per day for each day the settlement agreement is not received.

5. CSL issued Barks and Wiggles Boxer Rescue an exemption from the licensure requirement of the Charitable Solicitation Act effective May 23, 2017, with an expiration date of April 15, 2018.

6. Barks and Wiggles Boxer Rescue agrees that by entering into this Settlement Agreement, it will request an exemption from the licensure requirement of the Charitable Solicitation Act within the timeline established by CSL's policy; and acknowledges that failure to timely request an exemption may result in the issuance of additional financial penalties.

7. Barks and Wiggles Boxer Rescue acknowledges that by entering into this Settlement Agreement, it agrees not to contest the November 15, 2016 Order, and any of the provisions of the aforesaid Order, whether or not the challenge is barred by the applicable statute of limitations.

8. The parties agree that CSL does not waive any authority on behalf of the Secretary of State to take action in the future for any and all violations of the Charitable Solicitation Act, N. C. Gen. Stat. § 131F-1 *et seq.* and the relevant Rules provisions found in Chapter 11 of Title 18 of the North Carolina Administrative Code.



9. Entry into this Settlement Agreement by Barks and Wiggles Boxer Rescue is not an admission of liability for the violations set forth in the November 15, 2016 Order. Barks and Wiggles Boxer Rescue, however, does not dispute that the facts set forth in the Order are accurate. CSL does not concede by entering into this Settlement Agreement that it would not have prevailed at a hearing on this matter. The parties, however, agree that this Settlement Agreement is a compromise that avoids the time and expense of hearing.

10. The parties agree that all parts of the Order which are not addressed specifically in this Settlement Agreement are considered resolved without further proceedings related to this contested case.

11. This Settlement Agreement shall be given full effect and shall be construed under the laws of the State of North Carolina, which retains jurisdiction of this matter.

12. The undersigned individuals represent that they have the legal capacity and authority to bind the entities on whose behalf they are signing with regard to all issues addressed by and resolved in this Settlement Agreement.

13. All parties acknowledge that they have entered into this Settlement Agreement freely and voluntarily and without any coercion.

14. All parties further acknowledge that they have read and understand the terms of this Agreement and that they have had the opportunity to consult with counsel in deciding whether to enter into this Agreement.

15. This Settlement Agreement constitutes the entire agreement reached by the parties hereto. Any discussions outside the terms of this Agreement are not a part hereof.

16. Any modifications to this Settlement Agreement must be in writing and signed by all parties.

17. This Settlement Agreement shall first be signed by Samantha Hodge, President, Barks and Wiggles Boxer Rescue, under oath before a Notary Public and then forwarded to Gail L. Eluwa, CSL Director, for signature. The Agreement is effective on the date on which Samantha Hodge signs under oath before a Notary Public on behalf of Barks and Wiggles Boxer Rescue.

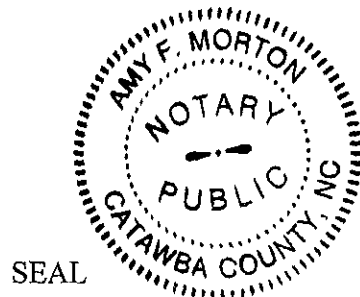
Samantha Hodge  
Samantha Hodge, President  
Barks and Wiggles Boxer Rescue

Sworn to and subscribed before me,

This the 2 day of June, 2017.

Amy F. Morton  
Notary Public

Catawba County, NC  
County and State



My commission expires: My Commission Expires July 15, 2020

Gail L. Eluwa

Gail L. Eluwa, Director  
Charitable Solicitation Licensing Division  
North Carolina Secretary of State

Sworn to and subscribed before me,

This the 6 day of June, 2017.

Jeanette Blount  
Notary Public

Wake, North Carolina  
County and State

My commission expires: 6-27-2021



Tracking Number: 70140510000164402324



## Product & Tracking Information

[See Available Actions](#)

Postal Product: **Features:**  
Certified Mail™

DATE/TIME	STATUS OF ITEM	LOCATION
-----------	----------------	----------

June 24, 2017, 12:58 pm

Delivered, Left with Individual

CONOVER, NC 28613

Your item was delivered to an individual at the address at 12:58 pm on June 24, 2017 in CONOVER, NC 28613.

June 24, 2017, 7:41 am

Arrived at Unit

NEWTON, NC 28658

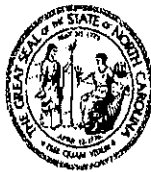
June 23, 2017, 2:41 pm

Departed USPS Facility

GREENSBORO, NC 27498

Monday, Jul 10, 2017 07:50 AM





*State of North Carolina*  
*Department of the Secretary of State*

ELAINE F. MARSHALL  
SECRETARY OF STATE

CHARITABLE SOLICITATION LICENSING DIVISION

**CERTIFIED MAIL RETURN RECEIPT REQUESTED**

March 21, 2017

Michelle L. Anthony, President  
Southport Oak Island Animal Rescue DBS SOAR  
3376 St. Charles Pl. SE  
Southport, NC 28461

Re: Settlement Agreement

Dear Ms. Anthony:

Please find enclosed the signed Settlement Agreement between the North Carolina Department of the Secretary of State, Charitable Solicitation Licensing Division (hereinafter, "CSL") and Southport Oak Island Animal Rescue to retain for your records. This agreement reflects the resolution of the issues in the October 27, 2016 Administrative Order and requires your organization to timely comply with the Charitable Solicitation Act, by either requesting an exemption from the licensure requirement, or applying for a charitable solicitation license annually.

CSL has submitted a refund request for the additional five hundred dollars. Upon receipt, we will mail to check to your at the address provided.

If you have any questions or concerns regarding this matter, please feel free to contact me at: 919-807-2129.

Sincerely,

  
Verlyn C. Porte,  
CSL Attorney & Enforcement Supervisor



RECEIVED MAR 17 2017

*State of North Carolina*  
*Department of the Secretary of State*

ELAINE F. MARSHALL  
SECRETARY OF STATE

CHARITABLE SOLICITATION LICENSING DIVISION

**SETTLEMENT AGREEMENT**

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Michelle L. Anthony, President  
Southport Oak Island Animal Rescue DBA SOAR  
3376 St. Charles Pl. SE  
Southport, NC 28461

**In the Matter of: Southport Oak Island Animal Rescue**  
**CSL FILE NO.: 2016 CSL 101049**

This Settlement Agreement is entered into by the North Carolina Department of the Secretary of State [hereinafter "Department"], Charitable Solicitation Licensing Division [hereinafter "CSL"] and Southport Oak Island Animal Rescue to set forth the terms of agreement for compliance and payment of financial penalties assessed in an Administrative Order for Penalties and to Cease and Desist Solicitation Activities issued on October 27, 2016 by CSL. This Order imposed penalties pursuant to the North Carolina Charitable Solicitation Act, N.C. Gen. Stat. §131F-1 *et seq.* and/or Rules implementing the Act.

WHEREAS, CSL is charged with charitable solicitation licensing and enforcement in North Carolina under the Charitable Solicitation Act and Chapter 11 of Title 18 of the North Carolina Administrative Code; and

WHEREAS, on October 27, 2016, CSL issued an Administrative Order for Penalties and to Cease and Desist Solicitation Activities (hereinafter referred to as "Order") signed by CSL

**2016 CSL 101049**

**Page 1 of 7**

Director, Gail L. Eluwa, to Southport Oak Island Animal Rescue, assessing ONE THOUSAND DOLLARS (\$1,000.00 ) in financial penalties pursuant to the Charitable Solicitation Act and/or relevant Rules; and

WHEREAS, the Order was properly served and included a Notice of Appeal Rights to the Office of Administrative Hearings (OAH) in compliance with Article 3 of the North Carolina Administrative Procedure Act, N.C. Gen. Stat. §150B; and

WHEREAS, on November 28, 2016, CSL received Southport Oak Island Animal Rescue's Exemption Request Form which satisfied the requirements for an exemption from the licensure requirement of the Charitable Solicitation Act pursuant to N.C.G.S. §131F-3(3); and

WHEREAS, on December 10, 2016, Southport Oak Island Animal Rescue appealed the Order entered on October 27, 2016 to the Office of Administrative Hearings; and

WHEREAS, on February 1, 2017, CSL receive Southport Oak Island Animal Rescue's penalty payment of ONE THOUSAND DOLLARS (\$1000.00) assessed in the October 27, 2016 Order; and

WHEREAS, on February 6, 2017, Michelle Anthony, President, Southport Oak Island Animal Rescue, contacted CSL Director regarding the Order and the assessed penalty; and

WHEREAS, on February 8, 2017, Southport Oak Island Animal Rescue voluntarily dismissed its appeal and instead desire to enter into a settlement agreement to comply with the licensure requirement and reduce the financial penalty assessed in the aforementioned Order; and

WHEREAS, on February 8, 2017, Southport Oak Island Animal Rescue and the Department reached an agreement to accept FIVE HUNDRED DOLLARS (\$500.00), in

settlement of the ONE THOUSAND DOLLARS penalty assessed in the October 27, 2016 Order;  
and

WHEREAS, negotiations have been successful between the parties concerning the  
settlement agreement terms; and

THEREFORE, the parties have agreed to settle all outstanding issues through this  
Settlement Agreement, the specific terms of which are listed in the subsequent numbered  
paragraphs. The parties hereby agree as follows:

1. Southport Oak Island Animal Rescue through its President, Michelle Anthony,  
and the Department through CSL Director, Gail L. Eluwa, agree to the terms as outlined further  
in this Settlement Agreement to resolve all issues, including the financial penalties assessed in  
the Order issued by CSL to Southport Oak Island Animal Rescue on October 27, 2016.

2. Southport Oak Island Animal Rescue shall send two notarized copies of the  
original Settlement Agreement to be received by CSL on or before March 3, 2017 by the close of  
business (5:00 p.m.). This document shall be sent to the attention of Gail L. Eluwa, CSL  
Director, to one of the following addresses:

For regular mail, use the following address:

Gail L. Eluwa, CSL Director  
North Carolina Department of the Secretary of State  
Charitable Solicitation Licensing Division  
Post Office Box 29622  
Raleigh, NC 27626-0622

For overnight mail, use the following address:

Gail L. Eluwa, CSL Director  
North Carolina Department of the Secretary of State  
Charitable Solicitation Licensing Division  
2 South Salisbury Street  
Raleigh, NC 27601



3. If the two copies of the fully executed settlement agreement are not received on or before the March 3, 2017 deadline, without further notice, CSL will issue an Order to assess further penalties up to ONE THOUSAND DOLLARS (\$1,000.00) per day for each day the settlement agreement is not received.

4. CSL issued Southport Oak Island Animal Rescue an Exemption from the licensure requirement of the Charitable Solicitation Act effective November 28, 2016 through May 15, 2017, the expiration date.

5. Southport Oak Island Animal Rescue agrees that by entering into this Settlement Agreement, it will request an exemption from the licensure requirement of the Charitable Solicitation Act within the timeline established by CSL's policy; and acknowledges that failure to timely request an exemption or apply for a charitable solicitation license may result in the issuance of additional financial penalties.

6. Upon receipt of the duly executed Settlement Agreement, CSL shall refund Southport Oak Island Animal Rescue Five Hundred Dollars (\$500.00), half of the penalty payment submitted to the Division on February 1, 2017.

7. Southport Oak Island Animal Rescue acknowledges that by entering into this Settlement Agreement, it agrees not to contest the October 27, 2017 Order, and any of the provisions of the aforesaid Order, whether or not the challenge is barred by the applicable statute of limitations.

8. The parties agree that CSL does not waive any authority on behalf of the

Secretary of State to take action in the future for any and all violations of the Charitable Solicitation Act, N. C. Gen. Stat. § 131F-1 *et seq.* and the relevant Rules provisions found in Chapter 11 of Title 18 of the North Carolina Administrative Code.

9. Entry into this Settlement Agreement by Southport Oak Island Animal Rescue is not an admission of liability for the violations set forth in the Order of October 27, 2016.

Southport Oak Island Animal Rescue, however, does not dispute that the facts set forth in the Order are accurate. CSL does not concede by entering into this Settlement Agreement that it would not have prevailed at a hearing on this matter. The parties, however, agree that this Settlement Agreement is a compromise that avoids the time and expense of hearing.

10. The parties agree that all parts of the Order which are not addressed specifically in this Settlement Agreement are considered resolved without further proceedings related to this contested case.

11. This Settlement Agreement shall be given full effect and shall be construed under the laws of the State of North Carolina, which retains jurisdiction of this matter.

12. The undersigned individuals represent that they have the legal capacity and authority to bind the entities on whose behalf they are signing with regard to all issues addressed by and resolved in this Settlement Agreement.

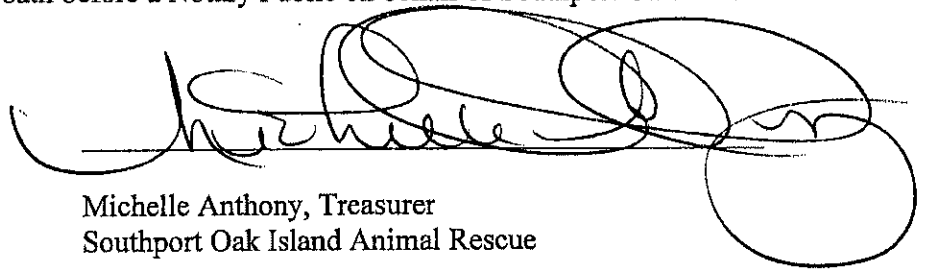
13. All parties acknowledge that they have entered into this Settlement Agreement freely and voluntarily and without any coercion.

14. All parties further acknowledge that they have read and understand the terms of this Agreement and that they have had the opportunity to consult with counsel in deciding whether to enter into this Agreement.

15. This Settlement Agreement constitutes the entire agreement reached by the parties hereto. Any discussions outside the terms of this Agreement are not a part hereof.

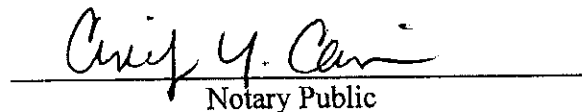
16. Any modifications to this Settlement Agreement must be in writing and signed by all parties.

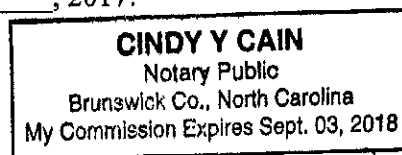
17. This Settlement Agreement shall first be signed by Michelle Anthony, President, Southport Oak Island Animal Rescue, under oath before a Notary Public and then forwarded to Gail L. Eluwa, CSL Director, for signature. The Agreement is effective on the date on which Michelle Anthony signs under oath before a Notary Public on behalf of Southport Oak Island Animal Rescue.

  
Michelle Anthony, Treasurer  
Southport Oak Island Animal Rescue

Sworn to and subscribed before me,

This the 16th day of March, 2017.

  
Notary Public



Brunswick County, North Carolina  
County and State

SEAL

My commission expires: 09-03-2018

Gail L. Eluwa

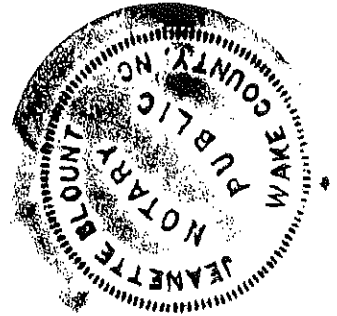
Gail L. Eluwa, Director  
Charitable Solicitation Licensing Division  
North Carolina Secretary of State

Sworn to and subscribed before me,

This the 21 day of March, 2017.

Jeanette Blount  
Notary Public

SEAL



Wake North Carolina  
County and State

My commission expires: 6-27-2021